

Invitation to Bid

LSUHSC Shreveport		LSU Health Sciences Center	BIDS WILL BE PUBLICLY OPENED:	
VENDOR NO. : SOLICITATION : 006702 OPENING DATE : 07/26/2013			July 26, 2013	02:00 PM
Pest Control Services		Return Bid in Envelope/Labels Provided to: Purchasing Department PO Box 33932 Shreveport LA 71130		
		BUYER : Pickens, Marianne BUYER PHONE : 318/675-5212 DATE ISSUED : 07/10/2013 REQ. NO : 0058701 FISCAL YEAR : 2014		
INSTRUCTIONS TO BIDDERS				
<p>1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.</p> <p>2. FILL IN ALL BLANK SPACES.</p> <p>3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.</p> <p>4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.</p> <p>5. SPECIFY YOUR PAYMENT TERMS: _____ . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS</p>				
<p>BY SIGNING THIS BID, THE BIDDER CERTIFIES:</p> <p>* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).</p> <p>* THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.</p> <p>* THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.</p>				
<p>THE BIDDER FURTHER CERTIFIES:</p> <p>* COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.</p> <p>* THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.</p> <p>* THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.</p> <p>* THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).</p> <p>* DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.</p>				
VENDOR PHONE NUMBER:		TITLE	DATE	
FAX NUMBER:				
SIGNATURE OF AUTHORIZED BIDDER (MUST BE SIGNED)		NAME OF BIDDER (TYPED OR PRINTED)		

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<p>6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE</p> <p>7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.</p> <p>8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.</p> <p>9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).</p> <p>10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.</p> <p>11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.</p> <p>12. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH,</p>	

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<p>BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17.DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>18.TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>19.NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>20.CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>21.DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>22.ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>23.APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>24.EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR A OTHER NON-MERIT FACTOR.</p> <p>25.SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>26.IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,</p>	

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<p>OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>27. INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.</p> <p>28. ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.</p> <p>29. ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.</p> <p>30. PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____ SPECIFY THE LINE NUMBER (S) _____ SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED _____ (NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.) DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES _____ NO _____ IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS? YES _____ NO _____ FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.</p> <p>31. SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <p>31.1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR</p> <p>31.2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR</p> <p>31.3. AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.</p>	

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<p>All prices are to be firm for the contractual period, but whenever there is a general reduction in price, which is lower than the contract price, said reduction must be presented direct to the Health Sciences Center.</p> <p>Approximate quantities, as set forth, are estimated usages only, and the successful bidder must supply, at bid prices, actual requirements as ordered, whether the total of such requirements is more or less than the quantities shown. No specific quantities are guaranteed. Only those quantities required will be ordered.</p> <p>The continuation of the contract is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.</p>	

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PRICE SHEET		Page 6 of 6			
NUMBER : 006702 OPEN DATE : 07/26/2013 TIME: 02:00 PM		BIDDER:			
UNLESS SPECIFIED ELSEWHERE SHIP TO: 1501 Kings Highway Shreveport LA 71130					
Line No.	Description			Unit Price	Extended Amount
1	Pest control services for LSUHSC-S per the attached specifications. Specify brand, model bid(if applicable) <hr style="width: 30%; margin-top: 10px;"/>	12.00	MO		

SPECIFICATIONS
Louisiana State University Health Sciences Center
CONTRACT PEST CONTROL SERVICES
Shreveport, Louisiana

01.0 GENERAL: This bid is to establish an open bid for contract services for furnishing pest control services to Louisiana State University Health Sciences Center in Shreveport, Louisiana. The pest control company will have a service representative proceed to the areas listed in accordance with the schedule for each area, and will employ pest control measures to each location in order to achieve effective insect and rodent control. All services regular and special shall be rendered at such times and shall not interfere with employees and/or patients and other persons in and about the premises.

LSU Health Sciences Center employee designated as a Coordinator will receive all complaints from areas having problems, and will convey all complaints to the pest control service representative. The pest control company shall make additional inspections and treatments when requested. Such inspections and treatments, when requested, shall be made within 24 hours and shall be made at no additional cost.

Vendors will employ pest control measures with particular attention given to known trouble areas and will inspect all potential trouble spots to determine need for control measures in those areas.

02.0 TERM: This bid is to be effective for a period of twelve (12) months from date of award. At the option of LSUHSC and acceptance by the vendor, this bid can be renewed for two (2) additional twelve (12) month periods at the same prices and terms.

03.0 AWARD OF BID: **A.)** The Medical Center is requesting prices for spraying of the areas listed in accordance with the schedule of treatments. **B.)** Pricing for post treatment of termites will be by cost per square foot of treated area.

04.0 QUALIFICATIONS: Craftsmen furnished under this contract must be experienced journeyman. Helpers furnished must have experience in the craft and will not be allowed to work without journeyman supervision. Bidder may be required to supply a summary of experience indicating the ability to perform the required work.

05.0 SUPERVISION OF WORK: The pest control company will have a service representative report to the maintenance control office of Physical Plant Administration at LSU Health Sciences Center to sign in with Keith, Maintenance Superintendent, when making scheduled treatments as well as for call backs on problem areas which require special attention. When that treatment, call back, building, etc. has been attended to by the pest control representative, he must sign out with Maintenance Superintendent before leaving the premises. **A trouble call must be attended to immediately and not put off until the next regular treatment.** At the end of the day, pest control representative will report to the Physical Plant and turn in the required pest control log sheet which must have the signatures of person(s) in the locations assigned to spray. If needed, an LSU Health Sciences Center employee will accompany the pest control representative. Manpower will be furnished on an as needed basis. The pest control company service representative must sign all forms provided by LSU Health Sciences Center as to date, time and location.

06.0 ESTIMATION OF WORK: LSUHSC will pay for estimating time *requested by responsible supervisor and spent on site*. Compensation shall be at the journeyman's level. Billing shall be for actual hours worked.

07.0 SCHEDULING OF WORK: All work assignments will be scheduled by LSUHSC Physical Plant department. Manpower requirements will be scheduled in advance of actual needs, but it may be necessary to occasionally schedule emergency and/or overtime work. In the event that the successful bidder is notified and a starting date is agreed upon, immediate response is required. Immediate response shall be within twenty-four (24) hours or as outlined by the responsible Physical Plant supervisor. Once a work order request has been initiated and work subsequently commenced, manpower will not be removed without the approval of LSUHSC Physical Plant. Should the contractor fail to respond satisfactorily, LSUHSC reserves the right to go to the next low bidder for these services.

08.0 WORKING HOURS: Typical working hours will be 08:00 AM to 04:30 PM, Monday through Friday, with a 30 minute lunch period. Break periods shall be the same as LSUHSC Physical Plant personnel. Contract personnel shall report to the LSUHSC supervisor at beginning and end of each day's work session.

Regular hour rates shall apply for the time period of 0600 through 1800 hours, Monday through Friday. Overtime will be calculated for hours worked above 40 hours per weekly pay period. The pay period time mark shall begin on Sunday at 0000 hours. Holidays shall be those observed by LSUHSC-S.

09.0 TOOLS, EQUIPMENT AND TRANSPORTATION: Contractor shall furnish all tools required by his workers and shall provide transportation to the various jobs assigned on LSUHSC sites. LSUHSC will not provide any materials required on the assigned job. It should be noted that the bid price of individuals will include all tools and chemicals necessary to perform their job in a professional manner. LSUHSC will not provide any tools in connection with the service being performed. Should it become necessary for special equipment to be rented or leased in connection with any particular job, a request will be submitted to the supervisor in charge and will be handled separately from this contract.

10.0 POOR WORKMANSHIP: Each job assignment will be completed in a timely and satisfactory condition. Any work that has to be redone due to contractor error or poor workmanship will be corrected by contractor at no cost to the Medical Center.

11.0 IDENTIFICATION: Personnel will wear picture identification badges at all times while working on the LSUHSC campus. These badges will be furnished by LSUHSC. Personnel will wear uniforms with company name on them. Dress shall be neat with shirt tails tucked in.

12.0 PAYMENT: Contractor will invoice LSUHSC for hours worked on a monthly basis in accordance with approved time recorded in Maintenance Control. Special requests from the Department of Physical Plant for partial billings or job completion billings shall be honored by the contractor and shall be submitted in a timely manner. Payment will be only for hours actually worked. Regularly scheduled work will be based upon an eight (8) hour day.

13.0 MISCELLANEOUS: Contractor will be responsible for keeping their work areas clean and orderly. Tools and carts are the responsibility of the contractor. Always be aware of the patients, staff visitors, etc. safety by not leaving tools or carts unattended in unsecured public areas. LSUHSC will not be responsible for loss, theft, damage, etc. of contractor's property. In the event a work assignment requires that an item be fabricated off-site, LSUHSC responsibility will be the same instructions pertaining to on-site work. Department contact: Keith Acker, Maintenance Superintendent, Physical Plant, LSU Health Sciences Center, telephone number (318) 675-6320.

13.1 MISCELLANEOUS – KEY CONTROL: All necessary keys needed to perform daily work assignments will be issued to Contractor and their employees through the Physical Plant Key Control office. It is the contractor's responsibility to keep up with any/all keys issued to contractor personnel during the project. All Contractor's foremen and employees shall be required to follow the Physical Plant Key Control Policies. Contractor will be assessed a fee of \$25.00 per key for single door entry keys, \$50.00 for sub-masters, and \$100.00 for great grand masters that are lost or not returned upon end of service with LSUHSC. Physical Plant maintains the right to do periodic inventory of all keys assigned to various contractors and their employees. If keys are not returned before the specified period of time has lapsed, the contractor's employer will be notified to return the key. If the employer is unable to return the key, they will be invoiced a fee for each key not returned.

14.0 SECURITY: Contractor's personnel shall stay in designated work areas and shall not roam the buildings. Contractor's personnel shall respect and adhere to all orders from the LSUHSC security staff.

15.0 PARKING: Contractor shall follow guidelines established by LSUHSC and the Department of Physical Plant. Loading/unloading zones are limited to 30 minutes. Only one (1) vehicle maximum shall be allowed by this contract to park in the LSUHSC designated contractor parking *when space is available*.

16.0 JOB LIMITATION: Bidder shall be informed that any said job of \$25,000 or more shall be bid in the normal purchasing procedure, unless determined otherwise by the Purchasing Department.

17.0 SCHEDULE OF TREATMENTS:

1. The following areas will be sprayed once a month:

Louisiana State Health Sciences Center Locations:

- A. Louisiana State Health Sciences Center Building A, B, C, and E, 1501 Kings Highway, Shreveport, Louisiana, including all areas in the Medical School building which physically connect to LSU Hospital. (589-07-2600)
- B. Louisiana State Health Sciences Center Hospital Building, 1541 Kings Highway, Shreveport, Louisiana, to include the Main Hospital Building and Outpatient Building. (572-50-8951)

- C. LSU Health Sciences Center K-Wing, ground floor through penthouse. (572-50-8951)
- D. Diagnostic Imaging, (south of K-Wing), 1501 Kings Highway, Shreveport, Louisiana. (572-50-8951)
- E. Allied Health and Administration Building, 1427 Kings Highway, Shreveport, Louisiana. (589-06-2601)
- F. Billing Department, 1512 W. Kirby Street, Shreveport, Louisiana. (589-07-2601)
- G. Lee Dry Goods Building, 2440 Linwood Avenue, Shreveport, Louisiana. (592-94-9800)
- H. Plant Store Building, 3010 Linwood Avenue, Shreveport, Louisiana. (592-20-9800)
- I. Mollie E. Webb Speech & Hearing Center, 3735 Blair Street, Shreveport, Louisiana. (589-05-2600)
- J. New Electronic Medical Records, 1521 Wilkinson Street, Shreveport, Louisiana. (572-50-8951)
- K. LSUHSC Ophthalmology Clinic, 1420 Kings Highway, Shreveport, Louisiana. (572-50-8951)
- L. Student Union, 1417 Woodrow Street, Shreveport, Louisiana. (592-50-9870)
- M. LSU Health Sciences Center Print Shop (south of main hospital building), 1541 Kings Highway, Shreveport, Louisiana. (592-40-9860)
- N. Spartans Building, 1610 Kings Highway, Shreveport, Louisiana. (592-20-9800)
- O. Physical Plant Building, (south of main hospital building) 1501 Kings Highway, Shreveport, Louisiana. (589-07-2600)
- P. HIV Clinic, 6670 St. Vincent Avenue, Shreveport, Louisiana. (573-36-8954)
- Q. W & C Building, 1602 Kings Highway, Shreveport, Louisiana. (572-50-8951)
- R. Feist-Weiller Cancer Center, 1405 Kings Highway, Shreveport, Louisiana. (572-50-8951)
- S. Ambulatory Care Building, 1608 Kings Highway, Shreveport, Louisiana. (572-50-8951)
- T. Clinical Trials Building, 3202 William Avenue, Shreveport, Louisiana. (589-07-2600)
- U. WIC, 1531 Wilkinson Street, Shreveport, Louisiana (549-60-4250)
- V. Chevyland, 2627 Linwood Avenue, Shreveport, Louisiana (572-50-8951)

W. Poison Control, 1455 Wilkinson Street, Shreveport, Louisiana (549-20-4200)

X. New Allied Health Building, 1450 Claiborne Street, Shreveport, Louisiana (589-06-2602)

Y. Old United Way Building, 4215 Linwood Avenue, Shreveport, Louisiana (549-50-8221)

This area is to be sprayed twice a month:

1. LSU Health Sciences Center, Stonewall Lab Facilities, Stonewall, Louisiana, Dog Building only. (589-06-2600)

This may be accomplished by scheduling one fourth of the areas each week so that the entire areas are covered within a month, or, if a different schedule is offered, the Medical Center will consider such scheduling if deemed in their best interest.

2. The Operating Room nurses lounge and doctors lounge located on 2K and 3K will be sprayed once a week.
3. Contractor will provide the Animal Care 9th floor Medical School with (30) thirty vermin monitoring strips each week.
4. Contractor will be required to service all bug lights installed throughout the hospital each month. This includes but is not limited to: changing out glue boards monthly; changing out bulbs as needed; and servicing of bug lights.

PROPOSAL FORM

Louisiana State Health Sciences Center
Purchasing Department
1501 Kings Highway
P.O. Box 33932
Shreveport, Louisiana. 71130

Bid Number: _____
Project: PEST CONTROL SERVICE
Due: _____
Buyer: Marianne Pickens

Gentlemen:

Having carefully examined the site, specifications and related documents, entitles A Pest Services the undersigned proposed to furnish all labor and materials called for on the aforesaid documents for a price as follows:

1. AREAS TO BE SPRAYED ONCE A MONTH:	AMOUNT QUOTED: This quote should be priced per month not per treatment.
A. LSU Health Sciences Center, Building A, B, C, E, 1501 Kings Hwy., including all areas in the Medical School Building which physically connect to LSUHSC Hospital (Exclude Big Easy Area)	
B. LSU Health Sciences Center, Hospital Building, 1541 Kings Hwy., to include Main Hospital Building and Outpatient Building. (Exclude Kitchen and Cafeteria Area)	
C. LSU Health Sciences Center, K-Wing, Ground Floor through Penthouse.	
D. LSU Health Sciences Center, Diagnostic Imaging. (South of K-Wing)	
E. Allied Health and Administration Building, 1427 Kings Hwy., Shreveport	
F. Billing Department, 1512 W. Kirby Street, Shreveport	
G. Lee Dry Goods Building, Plant Store, 2440 Linwood Avenue, Shreveport	
H. Plant Store Building, 3010 Linwood Avenue, Shreveport	
I. Mollie E. Webb & Hearing Center, 3735 Blair Street, Shreveport	
J. New Electronic Medical Records, 1521 Wilkinson Street, Shreveport	
K. LSUHSC Ophthalmology Clinic, 1420 Kings Hwy., Shreveport	

L.	Student Union, 1417 Woodrow Street, Shreveport	
M.	LSUHSC Print Shop (South of Main Hospital Building)	
N.	Spartan's Building, 1610 Kings Hwy., Shreveport	
O.	Physical Plant Building (South of Main Hospital Building)	
P.	HIV Clinic, 6670 St. Vincent Avenue, Shreveport	
Q.	Women's & Children's Clinic, 1602 Kings Hwy., Shreveport	
R.	Feist-Weiller Cancer Center, 1405 Kings Hwy., Shreveport	
S.	Ambulatory Care Building, 1608 Kings Hwy., Shreveport	
T.	Clinical Trials Building, 3202 William Avenue, Shreveport	
U.	WIC, 1531 Wilkinson Street, Shreveport	
V.	Chevyland, 2627 Linwood Avenue, Shreveport	
W.	Poison Control, 1455 Wilkinson Street, Shreveport	
X.	New Allied Health Building, 1450 Claiborne Street, Shreveport	
Y.	North West Coalition, 4215 Linwood Avenue, Shreveport	
Z.	LSUHSC, Stonewall Lab. Facilities, Stonewall (Dog Building Only) <u>This area is to be sprayed twice a month:</u>	
AA.	The Operating Room Nurses Lounge and Doctors Lounge located on 3K and 2K. <u>This area is to be sprayed once a week:</u>	

BB. Floor of the (30) Vermin	Contract will provide the Animal Care 9th Medical School with a minimum of thirty monitoring strips each week. <u>Quote a monthly charge per strip:</u>	
CC.	Maintain bug lights currently installed throughout the campus. This will include changing out of bulbs and sticky sheets.	

2.TREATMENT OF TERMITES	AMOUNT CHARGED: This quote should be priced per square foot of area treated.
DD. Post treatment of termites will be by cost per square foot of treated area.	

By: _____ Delivery: _____

Firm Name: _____ Terms: _____

Address: _____ Date: _____

**** EXHIBIT A ****

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). **"Claims Made" form is unacceptable.**
2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions. At the option of the Agency, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers.

- b. The Contractor's insurance shall be primary insurance as respects the Agency, its officers, officials, employees, Boards and Commissions or volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Agency.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers' compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

INDEMNIFICATION AGREEMENT

The _____ agrees to protect, defend, indemnify, save and hold
Contractor/Subcontractor
harmless the University, State of Louisiana, all State Departments, Boards and Commissions, its
officers, agents, servants and employees, including volunteers, from and against any and all
claims, demands, expense and liability arising out of injury or death to any person or the damage,
loss or destruction of any property which may occur or in any way grow out of any act or
omission of _____, its agents, servants, and _____
_____ employees or any and all costs,
Contractor/Subcontractor
expense and/or attorney fees incurred by _____; as a result of any
Contractor/Subcontractor
claims demands and/or causes of action except of those claims, demands, and/or causes of action
arising out of the negligence of the University, State of Louisiana, all State Departments, Boards,
Commissions, its agents, representatives, and/or employees.
_____ agrees to investigate, handle, respond to,
Contractor/Subcontractor
provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to
bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or
fraudulent.

Accepted by _____

Company Name

Signature _____

Title _____

Date Accepted _____

Is Certificate of Insurance Attached ____ Yes ____ No

Contract No. _____ for _____

Louisiana State University & A & M College

PURPOSE OF CONTRACT: _____

BUSINESS ASSOCIATE AGREEMENT

On this _____ day of _____, 20__, the undersigned, **LSUHSC-S** ("Covered Entity") and _____ ("Business Associate") have entered into this "Business Associate Agreement" ("Agreement") for the purposes herein set forth.

1. Business Associate Relationship

- (a) Covered Entity and Business Associate are parties to a Contract (the "Contract"), and, in connection with that Contract, Covered Entity may disclose to Business Associate certain information ("Protected Health Information" as further defined below) that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended from time to time, and pursuant to the provisions of HIPAA ("HIPAA Regulations"), Business Associate must, as a condition of doing business with Covered Entity, agree in writing to certain mandatory provisions regarding, among other things, the use and disclosure of Protected Health Information (herein "PHI").
- (b) Covered Entity is bound by the regulations implementing the Health Insurance Portability and Accountability Act of 1996, P. L. 104-191 ("HIPAA"), 45 C.F.R. Parts 160 and 164 ("the Privacy Rule"). The intent and purpose of this Agreement is to comply with the requirements of the Privacy Rule, including, but not limited to, the Business Associate contract requirements at 45 C.F.R. § 164.502(e) and 164.504(e).
- (c) In the performance of this Agreement, Business Associate is performing functions on behalf of Covered Entity, which meet the definition of "Business Associate Activities" in 45 C.F.R. § 160.103, and therefore Business Associate is a "Business Associate" of Covered Entity.
- (d) In order for Business Associate to perform its obligations under the Contract, Covered Entity must disclose to Business Associate certain Protected Health Information (as defined in 45 C.F. R. §164.501) that is subject to protection under HIPAA and the Privacy Rule.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, and in furtherance of the mutual intent of the parties to comply with the requirements of the Privacy Rule, the parties agree as follows:

2. Definitions

- (a) Protected Health Information. "Protected Health Information" shall have the meaning found in 45 C.F.R. § 164.501, limited to the information

created or received by Business Associate from or on behalf of Covered Entity. "Protected Health Information" may also be referred to as "PHI".

- (b) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Terms used in this Agreement, but not otherwise defined herein, shall have the same meaning as in the Privacy Rule.

3. Obligations and Activities of Business Associate

- (a) Business Associate agrees not to use or otherwise disclose PHI (as defined in 45 CFR § 164.504) it receives from Covered Entity for any purpose other than for the purpose(s) stated in this Agreement.
- (b) Business Associate agrees to implement and maintain, and by this Agreement warrants that it has implemented such safeguards as are necessary to ensure that the PHI disclosed by Covered Entity to Business Associate is not used or disclosed by Business Associate, except as provided in the Contract.
- (c) Business Associate agrees to mitigate, to the extent practicable and unless otherwise requested by Covered Entity in writing, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI in violation of this Agreement.
- (d) Business Associate agrees to promptly report to Covered Entity any use or disclosure of the PHI of which Business Associate becomes aware that is not provided for or permitted in the Contract. Business Associate shall permit Covered Entity to investigate any such report and to examine Business Associate's premises, records and practices.
- (e) If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree to the same restrictions and conditions that apply to the Business Associate under this Agreement. To the extent permitted by law, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.
- (f) Business Associate agrees to provide access, at the request of Covered Entity, and in a prompt and timely manner, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements of 45 C.F.R. § 164.524.

- (g) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual.
- (h) Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a prompt and timely manner or as designated by the Secretary, for purposes of determining Covered Entity's compliance with the Privacy Rule.
- (i) Business Associate agrees to document such disclosures of PHI as would be required for Covered Entity to respond timely to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (j) Business Associate agrees that, in requesting PHI from Covered Entity, and in using or disclosing PHI to others, only the Minimum Necessary information shall be requested, used or disclosed.

4. Permitted Uses and Disclosures by Business Associate

- (a) Except as otherwise prohibited by law or limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity or the Privacy Rule, including, but not limited to the following:
 - (1) Use or disclose PHI for proper management and administration or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. Entities to which Business Associate discloses PHI for the purpose of management and administration of the Business Associate shall be deemed "agents" or "subcontractors" of Business Associate, within the meaning of Section 3(e) of this Agreement.

- (2) Use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e) (2) (i) (B).

5. Obligations of Covered Entity

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Business Associate acknowledges that it has received a copy of Covered Entity's Notice of Privacy Practices, and agrees to comply with all limitations on use and disclosure of PHI contained therein.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (c) Covered Entity shall notify Business Associate of any changes in Covered Entity's Notice of Privacy Practices.

6. Term and Termination of Agreement

- (a) Term. The Term of this Agreement shall be effective as of the date of execution by the last party executing same, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Notwithstanding any other provisions of this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate of the terms of this Agreement, Covered Entity shall either:
 - (1) Provide an opportunity for Business Associate to cure the breach. Covered Entity may terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - (2) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

- (3) If neither termination nor cure is feasible in the sole discretion of Covered Entity, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination.

- (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall not retain copies of any PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.
- (2) In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall notify Covered Entity of this determination and its reasons. If Covered Entity agrees that return or destruction of PHI is not feasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures, for so long as Business Associate maintains such PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.

7. Miscellaneous

- (a) Regulatory References. Any reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Formal Amendment and Deemed Amendment. The Parties agree to take such action as is necessary to formally amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191. Regardless of the execution of a formal amendment of this Agreement, the Agreement shall be deemed amended to permit the Covered Entity to comply with HIPAA and the Privacy Rule, as the same may be hereafter amended or interpreted.
- (c) Survival. The respective rights and obligations of Business Associate under Section 6 (c) of this Agreement entitled "Effect of Termination" shall survive the termination of this Agreement and/or the Contract.
- (d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

- (e) Material Breach of Agreement as Breach of Contract. Any material breach of this Agreement by Business Associate shall constitute a material breach of the Contract, and shall entitle Covered Entity to any of the remedies provided in the Contract, in addition to the remedies provided herein.
- (f) Provisions of Agreement to Control. In the event of any conflict between the provisions of this Agreement and any of the other provisions of the Contract, the provisions of this Agreement shall control.
- (g) Ownership of PHI. The PHI to which Business Associate, or any agent or subcontractor of Business Associate has access under this Agreement and/or the Contract shall be and remain the property of Covered Entity.
- (h) Indemnification and Contribution. Each party to this Agreement shall indemnify and hold the other harmless from any and all claims, liability, damages, costs and expenses, including attorney's fees and costs of defense and attorney's fees, resulting from the action or omission of the other party. In the event that any liability, damages, costs and expenses arise as a result of the actions or omissions of both parties, each party shall bear such proportion of such liability, damages, costs and expenses as are attributable to the acts or omissions of such party.
- (i) Injunctive Relief. Notwithstanding any rights or remedies provided for in this Agreement, Covered Entity retains all rights to seek injunctive relief to prevent or stop the inappropriate use or disclosure of PHI directly or indirectly by Business Associate, or any agent or subcontractor of Business Associate.
- (j) Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement or in connection with any of its provisions, the prevailing party shall be entitled to an award for the attorney's fees and costs incurred therein in addition to any other right of recovery.
- (k) Severability. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that, if any such provision is held to be illegal, invalid or unenforceable, there will be substituted in lieu thereof a provision as similar in terms to such provision as is possible which is legal, valid and enforceable.
- (l) Waiver of Provisions. Failure by either party at any time to enforce or require the strict performance of any of the terms and conditions of this Agreement shall not constitute a waiver of such terms or conditions or modify such provision or in any manner render it unenforceable as to any

other time or as to any other occurrence. Any specific waiver by either party of any of the terms and conditions of this Agreement shall be considered a one-time event and shall not constitute a continuing waiver. Neither a waiver nor any failure to enforce shall in any way affect or impair the terms or conditions of this Agreement or the right of either party to avail itself of its remedies.

- (m) Choice of Law. To the extent not preempted by HIPAA or the Privacy Rule, the Laws of the State of Louisiana shall govern this Agreement.
- (n) Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and will be deemed to have been given when actually delivered (by whatever means) to the party designated to receive such notice, or on the next business day following the day sent by overnight courier, or on the third (3rd) business day after the same is sent by certified United States mail, postage and charges prepaid, directed to the addresses noted below, or to such other or additional address as any party might designate by written notice to the other party, whichever is earlier.

Notices required by this Agreement shall be sent as follows:

Covered Entity:

**LSU Health Sciences Center
ATTN: Compliance Department
1501 Kings Highway
Shreveport, LA 71103**

Business Associate:

THUS DONE AND SIGNED on the date first written above:

LSU Health Sciences Center:

By: Angela D. Neal
Title: Director of Purchasing
And Materials Management

By:
Title: